

REMARKS

No claims have been amended or cancelled. Claims 1-3 and 9-14 are pending.

Claims 1-3 and 9-14 stand rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1-5 of U.S. Patent No. 6,619,544. A similar rejection was made in the Office Action dated July 2, 2004, in response to which a terminal disclaimer was previously filed on Sept. 30, 2004. A copy of the terminal disclaimer previously filed on Sept. 30, 2004 is attached hereto. The fee for this terminal disclaimer was charged to deposit account number 16-1885 on October 13, 2004.

Claims 1-3, 9, 10 and 12-14 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Shah et al. (5,822,738). Claims 3 and 11 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Shah in view of Official Notice. Reconsideration is respectfully requested.

A problem with conventional virtual metering is that customers, i.e., mailers, using a virtual postage metering system to evidence postage on mail have to obtain a meter license for a meter account with a dedicated origin zip code. This meant the mailer had to go through a registration process with the United States Post Office (USPS) and wait for approval from the USPS for a meter license before the mailer was allowed to print postage obtained over the Internet. This delay, due to the mailer having to wait for approval for a meter license from the USPS before being able to print postage from a PC, can act as a deterrent to mailers to utilize PC postage. (Specification, paragraphs [0009] and [0023]).

The present invention alleviates the problems of the prior art by providing a system and method that allows instant metering of online postage. In accordance with the present invention, a mailer can print postage on a PC printer without having a meter license or meter account. In one embodiment, a meter account is licensed to a vendor (and not the individual mailer) for dispensing postage to customers from a plurality of

origin zip codes. A vendor meter account 50 is located at a remote Data Center 30. The meter account 50, which is assigned to the vendor, dispenses postage payment evidence to a plurality of customers 25. (Specification, paragraph [0031]).

In view of the above, claim 1 recites a method for a vendor to dispense postage over a network to a remote personal computer that comprises "obtaining a meter license from the Post, said meter license being associated with a meter account assigned to the vendor, said meter account being maintained at a data center; receiving, via the network, a transaction request for postage from a customer using the remote personal computer, said transaction request including information from the customer, said information corresponding to the transaction requested and payment method; processing the requested transaction by requesting the data center to create evidence of postage payment and to account for the created evidence of postage payment in the meter account assigned to the vendor; effecting payment for the transaction based on the information received from the customer; receiving the evidence of postage payment created by the data center; and sending the evidence of postage payment to the remote personal computer for use by the customer." Thus, a mailer (customer) can print postage without having a meter license or meter account assigned to the mailer, but instead utilizes a meter account assigned to the vendor.

Shah et al. (U.S. 5,822,738) is directed to a modular postage accounting system in which a general purpose computer, a digital printer and a secure metering device (SMD) can be used to print postage. The SMD performs the accounting functions of a postage meter and generates encrypted postage indicia data for transmission by the computer to the digital printer and subsequent printing on a mailpiece. Alternatively, the SMD functions may be embedded within with a computerized meter resetting system (CMRS). Before a user can utilize the device in Shah, the user must obtain a license from the postal service and have a postal account established for the user by the postal service. As noted in Shah, "A user who has obtained the required license from the postal service can contact with the meter company to interface the user's general

purpose computer to the CMRS computer via modem and telephone line.” (Col. 2, lines 13-16, emphasis added).

Thus, in Shah, the customer must obtain the proper meter license from the post and establish an associated meter account assigned to the customer with the post. This is in direct contrast with the present invention, in which a customer can print postage without having a meter license or meter account assigned to the customer, but instead utilizes a meter account assigned to the vendor. In Shah the accounting performed for any postage generated is done using an account assigned to the user. A multi-site user’s individual sites can process mail continuously, with payment to the post office and replenishment of credit handled through central accounting facilities. As long as the user’s central accounting facility maintains adequate fund reserves, the individual sites have access to an on-line service which provides postage on an as-needed basis. (Col. 2, lines 55-61). Each user must, therefore, have a meter account with the postal service in order to print postage.

There is no disclosure, teaching or suggestion in Shah of a “meter license being associated with a meter account assigned to the vendor” as is recited in claim 1. Furthermore, there is no disclosure, teaching or suggestion in Shah of dispensing postage in response to a transaction request received by a vendor over a network from a customer that includes “processing the requested transaction by requesting the data center to create evidence of postage payment and to account for the created evidence of postage payment in the meter account assigned to the vendor” as is recited in claim 1.

For at least the above reasons, Applicants respectfully submit that claim 1 is allowable over the prior art of record. Claims 2, 3 and 9, dependent upon claim 1, are allowable along with claim 1 and on their own merits.

Claims 10 and 14 include limitations substantially similar to claim 1. For the same reasons given with respect to claim 1 above, Applicants respectfully submit that

claims 10 and 14 are allowable over the prior art of record. Claims 11-13, dependent upon claim 10, are allowable along with claim 10 and on their own merits.

In view of the foregoing remarks, it is respectfully submitted that the claims of this case are in a condition for allowance and favorable action thereon is requested.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brian A. Lemm", is written over a horizontal line.

Brian A. Lemm
Reg. No. 43,748
Attorney for Applicants
Telephone (203) 924-3836

PITNEY BOWES INC.
Intellectual Property and
Technology Law Department
35 Waterview Drive
P.O. Box 3000
Shelton, CT 06484-8000



COPY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re patent application:

Appl. No.	:	10/626,850	Confirmation No.: 1866
Applicant	:	Felix Bator et al.	
Filed	:	July 22, 2003	
Art Unit	:	3629	
Examiner	:	E. Cosimano	
Attorney Docket No.	:	F-673	
Customer No.	:	00919	Date: September 28, 2004

TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION OVER A PRIOR PATENT

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The owner, Pitney Bowes Inc., having a principal place of business at 1 Elmcroft Road, Stamford, Connecticut 06926, of 100 percent interest in the instant application, by Assignment of the parent application U.S. Serial No. 09/848,676, recorded in the U.S. Patent and Trademark Office on August 17, 2001, at Reel 012106, Frame 0156, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior United States Patent Number 6,619,544. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

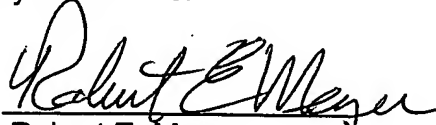
In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

The undersigned is an attorney or agent of record.

Please charge the Statutory Disclaimer Fee of \$110.00 and any additional fees, if required, to Deposit Account Number 16-1885.

Pitney Bowes Inc.

By: 
Robert E. Meyer

Reg. No.: 26,307

Title: Agent

Intellectual Property & Technology Law

PITNEY BOWES INC.
Intellectual Property and
Technology Law Department
35 Waterview Drive
P.O. Box 3000
Shelton, CT 06484-8000